THIS AGREEMENT made this day of , 2026
BETWEEN

THE CORPORATION OF THE CITY OF BARRIE
("Barrie")
and
BARRIE BAYCATS BASEBALL CLUB
(the "Club")

WHEREAS:

A. Barrie is the owner of the lands and premises known as the Barrie Community Sports Complex (the "Park").

B. The Stadium is located in the Barrie Community Sports Complex or "Park".

C. Ownership, management and operation of the Park and Stadium is vested with Barrie.

D. The Club has made application to Barrie for the shared privilege of using the Stadium located on the Park premises.

IN CONSIDERATION of the mutual covenants and conditions contained herein, the parties have agreed as follows:

Term

The term of this agreement will be two (2) years, from 2026 to 2028, with an option to extend for two (2) additional years at the mutual agreement of both parties, 2029 and 2030, for seasonal use by the Club of the Stadium from May 1 to August 31 in each year.

The Club shall schedule and pay for its use of the Stadium through established booking procedures maintained by the Recreation and Culture Services Department of Barrie. It shall submit by February 15 of each calendar year during the term a tentative schedule for the upcoming season.

Payment

For the privilege of using the Stadium, the Club shall pay to Barrie, the following fees:

$375 plus HST for regular games (Stadium)
This fee includes the field permit cost, lining, bases, lighting, dressing room use and access to the media booth areas. Time slot allowance shall not exceed 5 (five) hours per game

$65 plus HST for practices and day camps (Dana field)

$100 plus HST per hour for U22 (Stadium)

This fee includes the field permit cost per hour, lining, bases, lighting, dressing room use and access to the media booth areas.

These amounts may be increased by Barrie in each calendar year at Barrie's sole discretion, with annual increases of not less than the annual CPI change.

In addition, the Club will be solely responsible for all costs or expenses related to use and maintenance of the Stadium (whether incurred by the Club or Barrie) including but not limited to cleaning, security, field material, parking fees, set up and takedown costs, data services and additional Barrie staffing costs as deemed required by Barrie. Barrie staffing costs will be billed to the Club at the rate of $25 per hour.

Use of the Stadium

The Club shall have exclusive use of all the Stadium facilities during the times it has booked the Stadium.

It will have exclusive use of one (1) dressing room and one (1) office located in the Stadium from May 1 to August 31 of each calendar year.

The Club may charge and collect sufficient fees from the participants and spectators of tournaments and games to cover the expenses.

Sale of Merchandise

The Club has the right to sell merchandise including souvenirs, apparel, and programs during games at the Stadium, but not otherwise at the Park, to participants and spectators.

Club Responsibilities

The Club is responsible for controlling access to the Stadium during games and practices including supplying sufficient staff to ensure that the spectator bleachers do not exceed healthy and safety requirements including their seating capacity of 1310 and ensuring that all sidewalks, entries, passages, public utilities, stairways etc. remain unobstructed and are used only for ingress and egress from the Stadium.

The Club is responsible for all ensuring the safe and efficient use of the Stadium including supervision of all practices, pre-game warm up/batting practice and games, and the employment of all necessary staff including but not limited to usher staff, ticket takers, security staff, paid duty police, coaches, managers, training and equipment staff, umpires, statisticians, emergency medical personnel, and public address announcers, etc. The level of resources will be to the satisfaction of Barrie.

Any and all alterations, additions, renovations, or upgrading to the playing field or the Stadium requested by the Club shall be approved by Barrie in writing prior to the

commencement of such work. The Club shall bear the entire cost of any and all such alterations, additions, renovations, or upgrading to the Stadium. Any and all such alterations, additions, renovations, or upgrading shall become the property of Barrie.

The routine cleaning and minor maintenance of the dressing room and office shall be the sole responsibility of the Club. All other rooms in the Stadium which are opened to and used by the public shall be cleaned and maintained by Barrie.

Barrie is not responsible for damages or loss to any property of the Club.

Compliance with Barrie Rules

The Club agrees to abide by the permit issued for field use and all other rules, regulations and policies established by Barrie with respect to use of the Stadium and comply with all applicable, municipal, provincial, and federal agencies and laws having authority. If the Club, or its employees, members, guests, or invitees contravenes the Rules or any other rules or policies posted from time to time at the Park, Barrie may, in its absolute discretion, terminate this Agreement immediately.

Barrie, its agents, servants, or employees may enter at any time the Stadium being used by the Club under this agreement.

Advertising, Signage and Banners

The Club is permitted to sell advertising within the confines of the Stadium during the season and retain all revenues.

The Club is permitted to sell the advertising right to the naming of the Stadium for a term that cannot exceed the expiry date of this agreement.

The Club is permitted to post its banners and pennants in designated areas of the Stadium located above the box seats.

The Club may not use any Barrie names or marks or imply Barrie endorsement or support, without written consent from Barrie.

The City reserves the right to review and approve all advertising and signage as it relates to the facility. Such approval shall not be unreasonably withheld.

Concession

The Stadium's concession is operated exclusively by Barrie or its contractor. The Club has no right to sell or give away any food or beverages in the Stadium or Park.

Indemnification

The Club shall indemnify and save harmless Barrie and its officers, employees, servants, and agents, from and against all actions, suits, claims, executions, and demands, which may be brought or made upon the Club, its officers, agents, or servants, as a direct or indirect result of the use of the Park, including the Stadium.

Insurance

The Club agrees to purchase and maintain liability insurance from an insurer licensed in the Province of Ontario, in the amount of not less than Five Million Dollars ($5,000,000.00) per occurrence inclusive. Barrie shall be included as an “additional insured”.

The Club shall provide proof of insurance ten (10) days prior to the commencement of the agreement and on all subsequent renewals or when requested. Such insurance shall also contain an endorsement indication that the insurer agrees to provide at least thirty (30) days prior written notice to Barrie in the event of cancellation, reductions, or restrictions of the coverage in place at the commencement of this contract.

Assignment

The Club shall not assign this agreement without the consent, in writing, of Barrie.

Termination

Barrie has the right to terminate this agreement upon 30 days’ written notice by prepaid registered mail to:

BARRIE BAYCATS BASEBALL CLUB,
P.O. Box 412
Barrie, ON
L4M 4T5

Upon the expiry of this agreement, the Club shall have the right of first refusal to renew and renegotiate a new agreement on terms agreeable to the parties at that time.

IN WITNESS WHEREOF the parties have affixed their respective corporate seals attested by the hands of their respective officers duly authorized in that behalf.

THE CORPORATION OF THE CITY OF BARRIE

Per:_____
Mayor A. Nuttall

Per:_____
W. Cooke, Clerk

BARRIE BAYCATS BASEBALL CLUB

Per:_____

Per:_____